

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 29th day of December, 2008, between William J. Flippo, and wife Mary Yvonne Flippo whose address is 601 E. Bailey Boswell Road Saginaw, Texas 76131 and Sandra Jo Carter and husband Alva Ray Carter whose address is 625 E. Bailey Boswell Road, Saginaw, Texas 76131, as Lessor (whether one or more), and Williams Production-Gulf Coast Company L.P., a Delaware limited partnership, as Lessee, whose address is P.O. Box 3102, MD 25-3, Tulsa, OK 74101-3102. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: See Exhibit A attached hereto and incorporated herein for all purposes for the description of the leased premises.

in the county of Tarrant, State of Texas, containing 166.412 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any cash bonus hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Two (2) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be One-Fourth (1/4) of the amount realized by Lessee at the point of sale to the first unaffiliated third party; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be One-Fourth (1/4) of the proceeds realized by Lessee at the point of sale to the first unaffiliated third party, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Lessor's address as stated above, or its successors. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor by deposit in the U.S. Mail in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate to an address which has been identified by Lessee in writing to Lessor. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so

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transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender any payments hereunder shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, xxxxxxxxxxxxxxxxxxxxxx, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed by Lessor on the date set forth in the certificate of acknowledgment below, but shall be effective as of the date first above written.

SEE ADDENDUM "B" for additional Provisions. Addendum B is attached here to and Incorporated herein for all purposes.

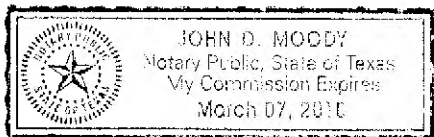
William J. Flippo
William J. Flippo
Sandra Jo Carter
Sandra Jo Carter

Mary Yvonne Flippo
Mary Yvonne Flippo
Alva Ray Carter
Alva Ray Carter

STATE OF Texas :
COUNTY OF Tarrant :

This instrument was acknowledged before me on this the 29 day of December, 2008, by William J Flippo

J. Amos
Notary Public in and for the State of Texas



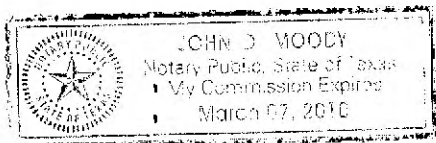
AFTER RECORDING, return to:
THOMAS DEVELOPMENT CORP
P. O. Box 53412
Lafayette, LA 70505

Handwritten initials: mjs, WJF, LR, ARC

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on this the 29 day of December, 2008 by Sandra Jo Carter

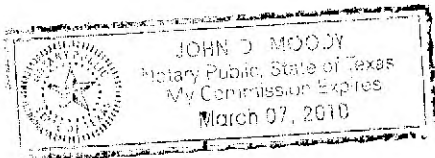
STATE OF
COUNTY OF



[Signature]
Notary Public in and for the State of Texas

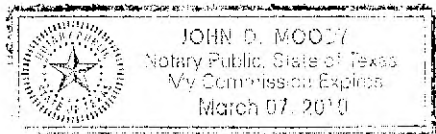
This instrument was acknowledged before me on this the 29 day of December, 2008 by Mary Yvonne Flier

STATE OF
COUNTY OF



[Signature]
Notary Public in and for the State of Texas

This instrument was acknowledged before me on this the 29 day of December, 2008, by Alva Ray Carter



[Signature]
Notary Public in and for the State of Texas

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EXHIBIT "A"

Attached to and made a part of an Oil and Gas Lease between William J. Flippo and wife, Mary Yvonne Flippo, and Sandra Jo Carter and husband, Alva Ray Carter, as "Lessor", and Aspect Energy, L.L.C., as "Lessee".

Tract One: 102.35 acres, more or less, in the Edgar Kerr Subdivision of the E. Meredith Survey, A-1081, more fully described as 71.65 acres in a Warranty Deed dated September 15, 1976, from Sandra Jo Carter, *et al*, to Mary Yvonne Flippo, recorded in Volume 6107, Page 181, Real Property Records of Tarrant County, Texas, and 5.0 acres described in a Warranty Deed dated October 13, 1969, from Mary Lou Newton to William J. Flippo, recorded in Volume 4795, Page 941, Real Property Records of Tarrant County, Texas, and 15.0 acres described in a Warranty Deed dated September 23, 1976, from Shirley Gayle Newton Martin to James R. Claunch, recorded in Volume 6095, Page 770, Real Property Records of Tarrant County, Texas, and 10 acres described in a Warranty Deed dated November 5, 1984, from Sandra Jo Carter to William J. Flippo and Yvonne Flippo, recorded in Volume 7999, Page 1071, Real Property Records of Tarrant County, Texas, and .70 acres described in a Warranty Deed dated June 3, 1975, from the United States of America to William Joseph Flippo, *et ux*, recorded in Volume 5836m Page 680, Real Property Records of Tarrant County, Texas.

Tract Two: 64.062 acres out of Blocks 2,3,4,5 & 13, Edgar Kerr Subdivision, being portions of Elijah Meredith Survey, A-1081 and David Strickland Survey A-1408, Tarrant County, Texas, as described in a plat recorded in Volume 309, Page 13, Real Property Records of Tarrant County, Texas, and being further described by metes and bounds as follows:

Beginning at an iron pin for a corner in the South line of County Road #4040, being 895.45 feet West and 25.0 feet South from the Northeast corner of Block 1 of Edgar Kerr's Subdivision and from the Northeast corner of said Meredith survey;

Thence South 00.03 degrees East 701.0 feet to an iron pin for corner;

Thence West 292.39 feet to an iron pin for corner;

Thence South 00.18 degrees West 2597.56 feet to an iron pin for corner in the South line of said Block 13;

Thence North 89.19 degrees West along the South line of said Block 13, 1098.86 feet to an iron pin for corner;

Thence North 00.18 degrees East 2584 feet to an iron pin for corner;

Thence East 850.44 feet to an iron pin for corner;

Thence North 00.03 degrees West 701.00 feet to an iron pin for corner in the South line of said County Road #4040, 540.81 feet to the point of beginning and containing 74.062 acres, more or less

LESS AND EXCEPT: a 10.00 acre tract of land out of Blocks 4 & 5, Edgar Kerr Subdivision of the E. Meredith Survey, A-1081, Tarrant County, Texas, according to the plat recorded in Volume 309, Page _____, Real Property Records of Tarrant County, Texas, and being further described by metes and bounds as follows:

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for [signature]

Beginning at an iron pin corner, being 1643.0 feet East and 726 feet South 00.03 degrees East from the Northwest corner of said Block 5;

Thence South 00.03 degrees East 511.26 feet to iron pin for corner;

Thence West 853.56 feet to iron pin for corner;

Thence North 00.18 degrees East 511.27 feet to iron pin for corner;

Thence East 850.44 feet to the point of beginning, containing 10.0 acres, more or less.

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ADDENDUM "B"
Additional Lease Provisions

Paid-Up Oil and Gas Lease
By and Between

WILLIAM J. FLIPPO AND WIFE MARY YVONNE FLIPPO AND SANDRA JO CARTER
AND HUSBAND ALVA RAY CARTER (Lessor)

and

WILLIAMS PRODUCTION-GULF COAST COMPANY, L.P. (Lessee)

Dated: December 29, 2008

1. Surface Operations. (a) Lessee will give Lessor written notice at least 15 days prior to commencing operations on the Land. Lessee agrees to pay Lessor the reasonable value of the actual damages resulting to the surface of the Land, and to fences, roads, tanks, structures, improvements, livestock, trees, grass and crops, caused by operations hereunder. Lessee agrees to restore the surface of the Land to as near its original condition as may be reasonably done after the completion of each operation. Restoration of the surface shall include removing all gravel, caliche and fill material and reseeding or re-sodding as requested by Lessor. Before plugging and abandoning any well on the Land, Lessee must advise Lessor, and upon Lessor's request, must set a plug at the base of the deepest fresh water structure and the deliver the well to Lessor free of cost. The reasonable value for actual damages caused by each of the following activities shall not be less than the stated amounts:

- \$30,000.00 for each drillsite location for wells drilled on the Land;
- \$10.00 per foot for pipelines, including flow lines and gathering lines, across the Land;
- \$10.00 per foot for all roads constructed across the Land;
- \$10,000.00 for each instance a fresh water pond located on the Land is used for fracing operations for a well located on the land.
- \$20.00 per net mineral acre covered by this Lease for any seismic explorations conducted on the Land by Lessee

The foregoing amounts shall not be considered as a penalty or payment for damages that are in excess of the type normally associated with the stated activity.

(b) Warning signs approved by Lessor shall be posted at points designated by Lessor. All gates shall be locked except during use. Lessor shall be provided keys to all locks.

(c) While drilling or reworking operations are being conducted, Lessee shall take appropriate measures to insure that only authorized persons have access to the drillsite. After the completion of a well, Lessee shall construct and maintain a substantial fence in accordance with gas drilling ordinances in Saginaw, TX. around all tank batteries, separators, and other surface equipment and shall keep all gates locked. If directed by Lessor, Lessee shall plant hedges or provide other landscaping and shall take whatever reasonable measures as may be requested by Lessor to shield all surface equipment from view. Lessee shall keep all surface equipment in a good state of repair and painted as directed by Lessor as often as is necessary to maintain a good appearance. Lessee shall remove all debris, trash, unused materials, pipe or equipment from the Land on a continuing basis. Lessee may not construct any buildings or other structures except for temporary movable buildings utilized during the drilling, completion, workover and other necessary operations. Lessee will use only low profile pumping units and tank batteries on the Land. The top of any pipeline buried by Lessee must be at least 36 inches below the surface.

(d) Lessee's operations hereunder shall be limited to two drillsites which may not exceed 5 acres during the drilling of a well and shall be reduced to not more than 2.5 acres at all other times. Lessee must obtain Lessor's prior written consent, which shall not be unreasonably withheld, as to the location of drillsites, tank batteries, roads, pipelines, and all surface equipment. Roads and pipelines will be located in order to minimize the impact on the surface of the Land. Lessee recognized that in some instances this may cause roads or pipelines to be a greater length than necessary for ingress and egress and for transporting oil or gas produced from the land. Lessee shall have no right to use the surface of the land other than the drillsite roads and pipelines approved by Lessor.

(e) Before any drilling equipment is moved to a drillsite, Lessee must build an all-weather, graded gravel and caliche road to the drillsite with tin horns placed where necessary. Lessee shall maintain all roads used by Lessee in a good condition. Lessee shall fence the roads constructed by Lessee.

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(f) All pits and cellars must be filled to ten inches above ground level by Lessee within 30 days after completion of each well. If the pits or cellars are too wet to cover within 30 days after completion of a well, Lessee agrees to remove the contents of each from the Land, and to fill the pits as provided above when the ground is dry. All salt water produced from the Land must be removed by Lessee.

(g) Lessee may not use sand, gravel, caliche, or any other materials from Lessor's Land in Lessee's operations.

(h) Lessee will install a gate at the entrance to the Land. The gate shall be set back an appropriate distance from the adjoining road or street so that all trucks and equipment will be completely off of the road or street when stopped at the gate.

(i) Lessor must approve of all seismic operations in advance and Lessor may limit the time for conducting seismic operations to avoid disturbing or disrupting the residential atmosphere.

(j) Lessee may utilize any freshwater pond on the Land as a source of water for drilling and/or completion operations on the land, provided, however, prior to use and promptly after completion of operations, Lessee agrees to fill the pond to capacity with freshwater. No wastewater or drilling or completion fluids may be flowed back into a pond located on the land.

(k) Notwithstanding anything contained herein to the contrary, This lease does not include access to or use of existing sand and gravel located on the land subject to this Oil and Gas Lease

(l) Notwithstanding anything contained herein to the contrary, the parties here to agree that the bonus payment for this lease and any royalty or other payments paid pursuant to the terms for this lease shall be paid 61.5% to William J Flippo and wife Mary Yvonne Flippo, their heirs and assigns and 38.50% to Sandra Jo Carter and husband Alva Ray Carter their heirs and assigns.

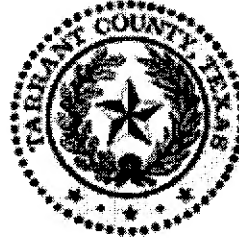
AFTER RECORDING, return to:
THOMAS DEVELOPMENT CORP
P. O. Box 53412
Lafayette, LA 70505

WJF
MSJ

THOMAS DEVELOPMENT CORP
PO BOX 53412

LAFAYETTE LA 75050

Submitter: JOHN STRONG



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/15/2009 12:50 PM
Instrument #: D209011161
LSE 8 PGS \$40.00

By:  _____



D209011161

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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